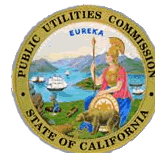


**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**



FILED

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Joint Application of Gill Ranch Storage, LLC, Northwest Natural Gas Company, NW Natural Energy, LLC, and NW Natural Gas Storage, LLC for Change of Legal Ownership and Control of Gill Ranch Storage, LLC Through a Corporate Reorganization.

(U 914 G)

Application No. 17-02-003
(Filed February 10, 2017)

**MOTION OF THE JOINT APPLICANTS
AND THE OFFICE OF THE SAFETY ADVOCATE
FOR APPROVAL OF SETTLEMENT AGREEMENT**

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November 2, 2017

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

Joint Application of Gill Ranch Storage, LLC, Northwest Natural Gas Company, NW Natural Energy, LLC, and NW Natural Gas Storage, LLC for Change of Legal Ownership and Control of Gill Ranch Storage, LLC Through a Corporate Reorganization.

(U 914 G)

Application No. 17-02-003
(Filed February 10, 2017)

**MOTION OF THE JOINT APPLICANTS
AND THE OFFICE OF THE SAFETY ADVOCATE
FOR APPROVAL OF SETTLEMENT AGREEMENT**

Pursuant to Rule 12.1 of the Rules of Practice and Procedure of the California Public Utilities Commission (“Commission” or “CPUC”), Gill Ranch Storage, LLC (“GRS”), Northwest Natural Gas Company (“NW Natural”), NW Natural Energy, LLC (“NW Natural Energy”), and NW Natural Gas Storage, LLC (“NW Natural Gas Storage”) (together, the “Joint Applicants”), and the Office of the Safety Advocate (“OSA”), submit this Motion for Approval of Settlement Agreement and attached Settlement Agreement in the above-referenced proceeding.

For the reasons set forth below, the Settlement Agreement is reasonable in light of the record as a whole, consistent with law, and in the public interest, and therefore should be adopted without modification. This Joint Motion contains statements of fact and law sufficient to advise the Commission of the scope of the Settlement Agreement and of the grounds on which its adoption without modification is urged.

1. Procedural History

On February 10, 2017, the Joint Applicants filed an application seeking approval of an upstream (three layers up) change of ownership, but not actual control, of GRS (“Joint Application”) as the result of a restructuring resulting in a holding company structure (“Reorganization”). GRS presently is a wholly-owned subsidiary of NW Natural Gas Storage. NW Natural Gas Storage is a wholly-owned subsidiary of NW Natural Energy, and NW Natural

Energy is a wholly-owned subsidiary of NW Natural. NW Natural is a public utility regulated by the Oregon Public Utility Commission and the Washington Utilities and Transportation Commission; it is simultaneously requesting approval of the Reorganization from those entities. Through the Reorganization, NW Natural and NW Natural Energy will become wholly-owned subsidiaries of a newly-formed holding company (“HoldCo”). Upon completion of the Reorganization, GRS will continue to be wholly-owned by NW Natural Gas Storage, and NW Natural Gas Storage will continue to be wholly-owned by NW Natural Energy.

On March 15, 2017, OSA filed a Protest of the Joint Application. No other party filed a protest of or response to the Joint Application. The Joint Applicants responded to OSA’s Protest on March 27, 2017. The issues in dispute generally related to whether the relief requested in the Joint Application would have any effect on GRS’ ability to safely operate the Gill Ranch Gas Storage Facility.

The Joint Applicants and OSA filed a Joint Prehearing Conference (“PHC”) Statement on March 27, 2017, in response to the Administrative Law Judge’s (“ALJ”) March 15, 2017 Ruling Setting Prehearing Conference. The Joint Prehearing Conference Statement summarized the principle factual issues in dispute (from OSA’s Protest and the Joint Applicants’ Reply thereto). The Joint Applicants and OSA also participated in the PHC held at the Commission on March 28, 2017. Following the PHC, the Joint Applicants and OSA began discovery and settlement negotiations.

On May 18, 2017, Assigned Commissioner Rechtschaffen issued a Scoping Memo and Ruling identifying the issues to be considered in this proceeding, and setting a schedule.

The Joint Applicants served direct testimony on June 30, 2017. A second PHC was held on August 3, 2017, and a revised schedule adopted; the revised schedule was confirmed in an electronic Ruling issued by ALJ Miles on the same date. The parties served testimony and rebuttal testimony in accordance with the August 3 revised schedule. The testimony expanded on the parties’ positions initially set forth in the Joint Application, OSA’s Protest, and the Joint Applicants’ Reply thereto. Settlement discussions, comprised of one meeting at the Commission’s office in San Francisco and multiple telephone conferences, recommenced in September 2017.

On October 13, 2017, the Joint Applicants and OSA (the “Settling Parties”) arrived at agreed-upon conditions of approval and related terms, as set forth in the Settlement Agreement.

On October 27, 2017, GRS and OSA submitted an electronic request for a waiver from the requirement of Rule 12.1(b) of the Commission's Rules of Practice and Procedure to hold a settlement conference in connection with the Settlement Agreement. GRS and OSA stated that all of the active parties had participated in settlement discussions. Additionally, GRS and OSA indicated that they had sent an electronic message to all parties on the service list for the Joint Application proposing a waiver of notice and a settlement conference, and that no party objected to the proposal. On October 30, 2017, the Administrative Law Judge denied GRS' and OSA's request for a waiver from the requirements of Rule 12.1(b) and directed them to hold a settlement conference. The Settling Parties noticed and held a telephonic settlement conference on October 31, 2017.

The Joint Applicants and OSA are simultaneously filing with this Motion for Approval of Settlement Agreement a Motion for Shortening Time for Comment on this Motion.

2. Settlement Terms

The Settlement Agreement memorializes the Settling Parties' agreement and if adopted by the Commission without modification in the decision granting the Joint Application, will resolve all of the issues raised by OSA in this proceeding. Pursuant to the Settlement Agreement, the Joint Applicants and OSA agree that the following conditions shall apply:

1. Within sixty days of final approval of the upstream change of legal ownership of GRS by the CPUC, GRS will designate a "Chief Safety Accountability Officer" ("CSAO"). The CSAO will have clearly defined duties and responsibilities that will be described in GRS' Safety Management System. The CSAO will have authority and control over the human and financial resources required to establish and maintain its safety management system (described in Paragraph 2) and programs to ensure that GRS can meet its safety obligations. The CSAO will report on GRS safety no less than annually to Holdco.

2. Within one-hundred twenty days of the Reorganization, GRS will organize and expand its Pipeline Safety Management System and other relevant plans and policies to create a comprehensive Safety Management System ("SMS") for the entire Gill Ranch Storage Facility, encompassing all operations, assets and personnel. In developing the SMS, GRS will incorporate the best practices found in the American Petroleum Institute's ("API") recommended practice 1173 SMS framework, and applicable portions of API 1171 for underground gas storage. The SMS will also include:

- a. The creation of a Safety Council with representation from all levels of GRS that can inform organization-wide safety risk decision-making and propose initiatives to mitigate risks.
- b. The role and duties of the CSAO.

- c. Safety performance measures (including human and organizational metrics) that will be reported to the Commission on an annual basis, but not later than March 30 each year.
 - i. Upon final approval of the upstream change of legal ownership of GRS by the CPUC, GRS will collaborate with the OSA in developing and refining safety performance measures that are meaningful and useful to GRS or OSA. GRS and OSA will work in good faith to develop and refine these safety measures.
 - ii. GRS will submit to the Commission the safety performance metrics listed in its Pipeline Safety Management System (Appendix E) if the measures in 2.c.i are not yet finalized or ready for reporting by the date specified in 2.c.

3. Prior to the expansion of the SMS (described in Paragraph 2), GRS will conduct a safety culture assessment to help identify strengths, weaknesses and gaps, and areas for growth. GRS will share the results of the assessment with the OSA and Energy Division and use the assessment to inform the expansion of the SMS. Following the issuance of the expanded SMS, GRS will conduct periodic safety culture assessments, no less frequently than every two years.

4. GRS will provide the Commission access to GRS, NW Natural Gas Storage, NW Natural Energy, and HoldCo Board of Directors' ("BOD") meeting minutes and presentations for BOD meetings, committees, and subcommittees thereof that may directly or indirectly relate to safety matters at GRS.

5. HoldCo and GRS commit that GRS will maintain safety standards and policies to meet the safety needs of GRS. GRS will continue to adequately fund, maintain, operate, and, if applicable, decommission or shutter, the Gill Ranch Storage Facility safely. GRS will comply with applicable laws and GRS' safety standards and policies as they evolve over time. Within 90 days of the Reorganization, the GRS Board of Directors will pass a resolution confirming GRS' commitment to safety as the highest priority of the operations at the Gill Ranch Storage Facility. HoldCo and GRS agree that neither HoldCo formation nor future HoldCo acquisitions may diminish the commitment for GRS to meet the safety requirements of GRS in providing gas storage service in California, whether during operation, decommissioning, or shuttering of the plant.

3. The Commission Should Adopt the Settlement Agreement

Rule 12.1(d) of the Commission's Rules of Practice and Procedure states:

The Commission will not approve settlements, whether contested or uncontested, unless the settlement is reasonable in light of the whole record, consistent with law, and in the public interest.

As set forth herein, the Settlement Agreement reflects an uncontested agreement that is reasonable and based on the record in the proceeding, is consistent with law, and is in the public interest.

a. Commission Policy Favors Settlement

There is a strong public policy favoring settlement of disputes if they are fair and reasonable in light of the whole record.¹ As the Commission has reiterated in decisions adopting settlements of disputed issues, the “Commission favors settlement because they generally support worthwhile goals, including reducing the expense of litigation, conserving scarce Commission resources, and allowing parties to reduce the risk that litigation will produce unacceptable results.”² The Commission has further stated that “[t]his strong public policy favoring settlements weighs in favor of our resisting the temptation to alter the results of the negotiation process.”³ Accordingly, “[a]s long as a settlement taken as a whole is reasonable in light of the record, consistent with the law, and in the public interest, it should be adopted.”⁴

Each portion of the Settlement Agreement is dependent upon the other portions of that same agreement. Changes to one portion would alter the balance of interests and the mutually agreed upon compromises and outcomes contained in the Settlement Agreement. Thus, the Joint Applicants and OSA request that the Commission adopt the Settlement Agreement as a whole, without modification.

b. All Active Parties in the Proceeding are Parties to the Settlement Agreement

The Settlement Agreement is reasonable because the settling parties thereto represent all active parties who submitted testimony in this proceeding. As noted above, aside from the Joint Applicants, OSA is the only other party in this proceeding.

c. The Settlement Agreement is Reasonable in Light of the Record as a Whole

The Commission should adopt the Settlement Agreement as reasonable in light of the entire record because it represents reasonable compromise after careful review and discussion by the interested parties regarding the Joint Application, the upstream change of ownership of GRS, and safety matters. Prior to reaching this agreement, the parties conducted discovery and served testimony. The Settlement Agreement embodies reasonable compromises following thorough review and discussion regarding the proposals set forth in the Joint Application and the parties’ respective prepared testimony, as well as information obtained during discovery. The Settlement

¹ D.05-03-022, *mimeo*, pp. 8-9 (*citing* D.88-12-083 (30 CPUC 2d 189, 221-223) and D.91-05-029, (40 CPUC 2d 301, 326).

² D.10-12-035, *mimeo*, p. 58 (*citing* D.10-06-031); *see also* D.05-03-022, *mimeo*, p. 9 (*citing* D.92-12-019, 46 CPUC 2d 538, 553), D.10-12-051, *mimeo*, p. 8-9, and D.10-11-035, *mimeo*, p. 12.

³ D.05-03-022, p. 9.

⁴ *Id.*

Agreement was achieved only after give-and-take in arms-length negotiations, and after each party made concessions to resolve issues in a manner that reflects a reasonable compromise of litigation positions.⁵

The Joint Application, prepared testimony, the materials referenced in the Motion for Official Notice, this Motion, and the attached Settlement Agreement, contains sufficient information for the Commission to determine the reasonableness of the Settlement Agreement.

d. The Settlement Agreement is Consistent with Law

The Settling Parties are aware of no statutory provision or prior Commission decision that would be contravened by the Settlement Agreement. This includes Public Utilities Code section 451, which requires that every public utility maintain service and facilities “necessary to promote the safety, health, comfort, and convenience of its patrons, employees, and the public.”

e. The Settlement Agreement is in the Public Interest

The Settlement Agreement is in the public interest. As noted, it is a reasonable compromise of the parties’ respective positions in this proceeding, and is in the public interest. Resolution of issues was the result of extensive settlement discussions. The Settlement Agreement affirms GRS’ and OSA’s commitment to safety, which is in the public interest. If adopted by the Commission, the Settlement Agreement will avoid the time, expense, and uncertainty and risk associated with litigation, and will make scarce Commission resources available for other proceedings and matters.⁶

f. The Settlement Agreement is a Careful Balance of Interests Based on Agreed Compromise and Should be Construed as an Integrated Whole

Each term of the Settlement Agreement is dependent upon other portions of the Agreement. Revisions to one part of the Settlement Agreement would change the mutually agreed upon balance of interests and mutually agreed upon compromises set forth in the Agreement. Specifically, to accommodate the diverse positions in this proceeding, compromises made by a party in one section of the Settlement Agreement resulted in compromises by the other party in other sections. Accordingly, because the Settlement Agreement is reasonable in light of the whole record, consistent with law, and in the public interest, the parties request that it be adopted as a whole by the Commission, without modification.

⁵ See, e.g., D.13-11-003, *mimeo*, pp. 6-7.

⁶ See, e.g., D.13-11-003, *mimeo*, p. 8.

4. Conclusion

For the reasons set forth above, the parties respectfully request that the Commission:

- a. Find the attached Settlement Agreement to be reasonable in light of the whole record, consistent with law, and in the public interest;
- b. Adopt the attached Settlement Agreement without modification; and
- c. Grant such other relief as is necessary and proper.

DATED: November 2, 2017

DAY CARTER & MURPHY LLP

By: /s/ Ann L. Trowbridge

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**Attorneys for Gill Ranch Storage, LLC,
Northwest Natural Gas Company, NW
Natural Energy, LLC, and NW Natural
Gas Storage, LLC**

On Behalf of the Settling Parties

ATTACHMENT

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

Joint Application of Gill Ranch Storage, LLC, Northwest Natural Gas Company, NW Natural Energy, LLC, and NW Natural Gas Storage, LLC for Change of Legal Ownership and Control of Gill Ranch Storage, LLC Through a Corporate Reorganization.

(U 914 G)

Application No. 17-02-003
(Filed February 10, 2017)

SETTLEMENT AGREEMENT

I. INTRODUCTION

Pursuant to Article 12 of the Rules of Practice and Procedure of the California Public Utilities Commission (“Commission” or “CPUC”), Gill Ranch Storage, LLC (“GRS”), Northwest Natural Gas Company (“NW Natural”), NW Natural Energy, LLC (“NW Natural Energy”), and NW Natural Gas Storage, LLC (“NW Natural Gas Storage”) (collectively, “Joint Applicants”) and the Office of the Safety Advocate (“OSA”) (collectively, “Settling Parties” and, individually, “Settling Party”) by and through their undersigned representatives, enter into this Settlement Agreement as a mutually acceptable outcome to the issues raised by OSA in connection with Joint Application (“A.”) 17-02-003. As a compromise among their respective litigation positions regarding the Joint Application, the Settling Parties agree to and support all of the terms of the Settlement Agreement.

Although the Settling Parties held differing views on certain aspects of the Joint Application, they bargained earnestly and in good faith to seek a compromise and develop this Settlement Agreement, which is the result of arms-length negotiations on disputed issues. The negotiations considered the interests of the only active party, aside from the Joint Applicants, in A.17-02-003, OSA, and the settlement addresses these interests in a fair and balanced manner.

The Settling Parties developed the Settlement Agreement by mutually accepting concessions and trade-offs. The various components of the Settlement Agreement are interrelated, and should not be altered, as the Settling Parties intend that the Settlement Agreement be treated as a comprehensive solution that balances the interests of each Settling

Party. Accordingly, the Settling Parties agree to and support all of the terms of this Settlement Agreement, including adoption of the Settlement Agreement without modification, in the decision granting the Joint Application.

II. BACKGROUND AND PROCEDURAL HISTORY

On February 10, 2017, the Joint Applicants filed an application (“Joint Application”) seeking approval of an upstream (three layers up) change of ownership, but not actual control, of GRS as the result of a restructuring resulting in a holding company structure (“Reorganization”). GRS presently is a wholly-owned subsidiary of NW Natural Gas Storage. NW Natural Gas Storage is a wholly-owned subsidiary of NW Natural Energy, and NW Natural Energy is a wholly-owned subsidiary of NW Natural. NW Natural is a public utility regulated by the Oregon Public Utility Commission and the Washington Utilities and Transportation Commission; it is simultaneously requesting approval of the Reorganization from those entities. Through the Reorganization, NW Natural and NW Natural Energy will become wholly-owned subsidiaries of a newly-formed holding company (“HoldCo”). Upon completion of the Reorganization, GRS will continue to be wholly-owned by NW Natural Gas Storage, and NW Natural Gas Storage will continue to be wholly-owned by NW Natural Energy.

On March 15, 2017, OSA filed a Protest of the Joint Application. No other party filed a protest of or response to the Joint Application. The Joint Applicants responded to OSA’s Protest on March 27.

The Joint Applicants and OSA filed a Joint Prehearing Conference (“PHC”) Statement on March 27, 2017, in response to the Administrative Law Judge’s (“ALJ”) March 15, 2017 Ruling Setting Prehearing Conference. The Joint Prehearing Conference Statement summarized the principle factual issues in dispute (from OSA’s Protest and the Joint Applicants’ Reply thereto). The Joint Applicants and OSA also participated in the PHC held at the Commission on March 28, 2017. Following the PHC, the Joint Applicants and OSA began discovery and settlement negotiations.

On May 18, 2017, Assigned Commissioner Rechtschaffen issued a Scoping Memo and Ruling identifying the issues to be considered in this proceeding, and setting a schedule.

The Joint Applicants served direct testimony on June 30, 2017. A second PHC was held on August 3, 2017, and a revised schedule adopted; the revised schedule was confirmed in an electronic Ruling issued by ALJ Miles on the same date. The parties served testimony and

rebuttal testimony in accordance with the August 3 revised schedule. The testimony expanded on the parties' positions initially set forth in the Joint Application, OSA's Protest, and the Joint Applicants' Reply thereto. Settlement discussions comprised of one meeting at the Commission's office in San Francisco and multiple telephone conferences, recommenced in September 2017. On October 13, 2017, following extensive negotiations, the Joint Applicants and OSA arrived at agreed-upon settlement terms, as set forth below.

III. SETTLEMENT TERMS

This Settlement Agreement resolves, through a compromise of litigation positions, the issues raised by OSA in A.17-02-003, subject to the terms set forth below:

- A. This Settlement Agreement embodies the entire understanding of the Settling Parties with respect to the matters described, and it supersedes prior oral or written agreements, principles, negotiations, statements, representations or understandings among the Settling Parties with respect to those matters.
- B. This Settlement Agreement represents a negotiated compromise among the Settling Parties' respective litigation positions on the matters described, and the Settling Parties have assented to the terms and conditions of this Settlement Agreement only to arrive at the agreement set forth herein. Nothing in this Settlement Agreement should be considered an admission of, acceptance of, agreement to, or endorsement of any disputed fact, principle or position previously presented by any of the Settling Parties on these matters in this proceeding.
- C. This Settlement Agreement does not constitute and should not be used as a precedent regarding any principle or issue in this proceeding or in any future proceeding.
- D. The Settling Parties agree that this Settlement Agreement is reasonable in light of the testimony submitted, consistent with law, and in the public interest.
- E. The Settling Parties agree that the language in this Settlement Agreement shall be construed according to its fair meaning and not for or against any Settling Party because that Settling Party or its counsel drafted the position.
- F. The Settling Parties agree that this Settlement Agreement addresses all issues raised by OSA with respect to the Joint Application.
- G. This Settlement Agreement may be amended or changed only by a written agreement signed by the Settling Parties.

- H. The Settling Parties shall jointly request Commission approval of this Settlement Agreement and shall actively support its prompt approval.
- I. The Settling Parties intend that the terms of this Settlement Agreement are to be interpreted and treated as a comprehensive, integrated agreement. In the event the Commission rejects or modifies any portion of this Settlement Agreement, the Settling Parties reserve their rights under CPUC Rule 12.4, and the Settlement Agreement should not be admitted into evidence in this or any other proceeding.

IV. SETTLEMENT CONDITIONS

A. General Terms

In consideration and compromise of the litigation taken by the respective Settling Parties, the Settling Parties agree to the conditions set forth in this Settlement Agreement. The conditions set forth in the Settlement Agreement are reasonable in light of the entire record in this proceeding, and reflect a fair compromise of the Settling Parties' proposals.

The Settling Parties agree that all testimony served prior to the date of this Settlement Agreement that addresses the issues resolved by this Settlement Agreement should be admitted into evidence without cross-examination by the Settling Parties. The conditions set forth below are reasonable and should be adopted without modification.

B. Conditions

The Settling Parties agree to the following conditions:

1. Within sixty days of final approval of the upstream change of legal ownership of GRS by the CPUC, GRS will designate a "Chief Safety Accountability Officer" ("CSAO"). The CSAO will have clearly defined duties and responsibilities that will be described in GRS' Safety Management System. The CSAO will have authority and control over the human and financial resources required to establish and maintain its safety management system (described in Paragraph 2) and programs to ensure that GRS can meet its safety obligations. The CSAO will report on GRS safety no less than annually to Holdco.

2. Within one-hundred twenty days of the Reorganization, GRS will organize and expand its Pipeline Safety Management System and other relevant plans and policies to create a comprehensive Safety Management System ("SMS") for the entire Gill Ranch Storage Facility, encompassing all operations, assets and personnel. In developing the SMS, GRS will incorporate the best practices found in the American Petroleum Institute's ("API") recommended practice 1173 SMS framework, and applicable portions of API 1171 for underground gas storage. The SMS will also include:

- a. The creation of a Safety Council with representation from all levels of GRS that can inform organization-wide safety risk decision-making and propose initiatives to mitigate risks.
- b. The role and duties of the CSAO.
- c. Safety performance measures (including human and organizational metrics) that will be reported to the Commission on an annual basis, but not later than March 30 each year.
 - i. Upon final approval of the upstream change of legal ownership of GRS by the CPUC, GRS will collaborate with the OSA in developing and refining safety performance measures that are meaningful and useful to GRS or OSA. GRS and OSA will work in good faith to develop and refine these safety measures.
 - ii. GRS will submit to the Commission the safety performance metrics listed in its Pipeline Safety Management System (Appendix E) if the measures in 2.c.i are not yet finalized or ready for reporting by the date specified in 2.c.

3. Prior to the expansion of the SMS (described in Paragraph 2), GRS will conduct a safety culture assessment to help identify strengths, weaknesses and gaps, and areas for growth. GRS will share the results of the assessment with the OSA and Energy Division and use the assessment to inform the expansion of the SMS. Following the issuance of the expanded SMS, GRS will conduct periodic safety culture assessments, no less frequently than every two years.

4. GRS will provide the Commission access to GRS, NW Natural Gas Storage, NW Natural Energy, and HoldCo Board of Directors' ("BOD") meeting minutes and presentations for BOD meetings, committees, and subcommittees thereof that may directly or indirectly relate to safety matters at GRS.

5. HoldCo and GRS commit that GRS will maintain safety standards and policies to meet the safety needs of GRS. GRS will continue to adequately fund, maintain, operate, and, if applicable, decommission or shutter, the Gill Ranch Storage Facility safely. GRS will comply with applicable laws and GRS' safety standards and policies as they evolve over time. Within 90 days of the Reorganization, the GRS Board of Directors will pass a resolution confirming GRS' commitment to safety as the highest priority of the operations at the Gill Ranch Storage Facility. HoldCo and GRS agree that neither HoldCo formation nor future HoldCo acquisitions may diminish the commitment for GRS to meet the safety requirements of GRS in providing gas storage service in California, whether during operation, decommissioning, or shuttering of the plant.

V. SETTLEMENT EXECUTION

This Settlement Agreement may be executed in separate counterparts and all so executed will be binding and have the same effect as if all the Settling Parties had signed one and the same document. Each such counterpart shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Settlement Agreement shall become effective among the Settling Parties on the date the last Settling Party executes the Settlement Agreement, as indicated below.

In witness whereof and intending to be legally bound by the terms and conditions of this Settlement Agreement, the Settling Parties duly execute this Settlement Agreement.

The undersigned represent that they are authorized to sign on behalf of the Settling Party represented, for the purposes of this Settlement Agreement.

Northwest Natural Gas Company

By: 

Title: President & CEO

Date: 11/1/17

NW Natural Energy, LLC

By: 

Title: President & CEO

Date: 11/1/17

NW Natural Gas Storage, LLC

By: 

Title: President + CEO

Date: 11/1/17

Gill Ranch Storage, LLC

By: 


Title: President + CEO

Date: 11/1/17

In witness whereof and intending to be legally bound by the terms and conditions of this Settlement Agreement, the Settling Parties duly execute this Settlement Agreement.

The undersigned represent that they are authorized to sign on behalf of the Settling Party represented, for the purposes of this Settlement Agreement.

Office of the Safety Advocate

By: 
Title: Director
Date: Nov 2, 2017